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Secretary of State  
State of CaliforniaMAY 02 2019 *mc*

## AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER (this "Agreement") is entered into by and between Otic, Inc., a California corporation ("Merger Sub"), and EDC-Biosystems, Inc., a California corporation (the "Company") and together with Merger Sub, the "Constituent Corporations"). *ICC*

## WITNESSETH

WHEREAS, Merger Sub, the Company, Beckman Coulter, Inc., a Delaware corporation and the sole shareholder of Merger Sub ("Buyer"), and Shareholder Representative Services LLC, a Colorado limited liability company, entered into an Agreement and Plan of Merger and Reorganization, dated as of March 25, 2019, providing for certain representations, warranties, covenants and agreements in connection with the transactions contemplated hereby (the "Agreement and Plan of Merger and Reorganization") and this Agreement and the Agreement and Plan of Merger and Reorganization are intended to be construed together to effectuate their purpose; and

WHEREAS, the respective Boards of Directors and shareholders of each Constituent Corporation have approved the acquisition of the Company by Buyer pursuant to the merger of Merger Sub with and into the Company with the Company as the surviving corporation in such merger (the "Merger").

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Constituent Corporations, intending to be legally bound, hereby agree as follows:

## AGREEMENT

1. **Merger.** At the Effective Time, as defined below, Merger Sub shall merge with and into the Company in accordance with the provisions of the General Corporation Law of California ("California Law").

2. **Surviving Corporation.** In the Merger, Merger Sub shall be merged with and into the Company and the Company shall be the surviving corporation (the "Surviving Corporation"). The name of the Surviving Corporation shall be EDC-Biosystems, Inc.

3. **Effective Time.** The Merger shall become effective at such time as this Agreement and its accompanying officers' certificates have been filed with the Secretary of State of the State of California (the "Effective Time").

4. **Effect of Merger.** The effect of the Merger shall be as set forth in California Law.

5. **Articles of Incorporation.** At the Effective Time, the Articles of Incorporation of the Surviving Corporation shall be amended and restated in the form attached as Exhibit A hereto.

**6. Conversion of Stock.** At and as of the Effective Time, by virtue of the Merger and without any action on the part of any person or entity:

(a) Conversion of Company Stock. Each share of capital stock of the Company (whether restricted or unrestricted) issued and outstanding immediately prior to the Effective Time (except as otherwise provided in Section 6(a) or Section 6(b) below) shall be converted into: (i) in the case of a share of the Company's Series A Preferred Stock (a "Series A Preferred Share"), the right to receive \$5.8071 in cash (provided that (A) \$0.3886 of such amount shall be held back by Buyer (in lieu of being paid to the holder of such Series A Preferred Share) as a source of satisfying certain merger consideration adjustment and indemnification obligations and shall be held and disbursed pursuant to the terms of the Agreement and Plan of Merger and Reorganization, (B) \$0.0501 of such amount shall be paid to the Representative (in lieu of being paid to the holder of such share of the Company's Common Stock) as a source of funding expenses that may be incurred by the Representative in performing its obligations under the Agreement and Plan of Merger and Reorganization and shall be held and disbursed pursuant to the terms of the Agreement and Plan of Merger and Reorganization, (C) such share shall also be entitled to receive any amount that becomes payable in respect of such share pursuant to the merger consideration adjustment provisions of Exhibit G to the Agreement and Plan of Merger and Reorganization and (D) and the aggregate consideration to which a holder of a Series A Preferred Share shall be entitled to receive in respect of a Series A Preferred Share shall not exceed \$12.90), (ii) in the case of a share of the Company's Series B Preferred Stock (a "Series B Preferred Share"), the right to receive \$0.1962 in cash or (iii) in the case of a share of the Company's Common Stock, the right to receive \$0.7430 in cash (provided that (A) \$0.1916 of such amount shall be held back by Buyer (in lieu of being paid to the holder of such share of the Company's Common Stock) as a source of satisfying certain merger consideration adjustment and indemnification obligations and shall be held and disbursed pursuant to the terms of the Agreement and Plan of Merger and Reorganization, (B) \$0.0247 of such amount shall be paid to the Representative (in lieu of being paid to the holder of such share of the Company's Common Stock) as a source of funding expenses that may be incurred by the Representative in performing its obligations under the Agreement and Plan of Merger and Reorganization and shall be held and disbursed pursuant to the terms of the Agreement and Plan of Merger and Reorganization and (C) such share shall also be entitled to receive any amount that becomes payable in respect of such share pursuant to the merger consideration adjustment provisions of Exhibit G to the Agreement and Plan of Merger and Reorganization, in each case subject to the terms and conditions of the Agreement and Plan of Merger and Reorganization.

(b) Cancellation of Treasury and Buyer-Owned Shares. Notwithstanding Section 6(a) above, (i) each share of capital stock of the Company held in the treasury of the Company and (ii) each share of capital stock of the Company that is owned by Buyer, Merger Sub or any other wholly-owned direct or indirect subsidiary of Buyer, in each case immediately prior to the Effective Time, shall be canceled, retired and cease to exist without any conversion thereof, and no payment of any consideration shall be made with respect thereto.

(c) Dissenting Shares. Notwithstanding Section 6(a) above or anything else to the contrary, shares of capital stock of the Company held as of the Effective Time by a stockholder who has perfected her, his or its right to dissent pursuant to Chapter 13 of California Law, including making a demand of the Company to purchase her, his or its shares pursuant to Section 1301 of California Law and submitting her, his or its shares for endorsement pursuant to

Section 1302 of California Law, and has not effectively withdrawn or lost such right as of the Effective Time ("Dissenting Shares") shall not be converted pursuant to Section 6(a) above, but shall be entitled only to such rights as are granted by California Law with respect to Dissenting Shares. If any Dissenting Shares shall lose their status as such, then, as of the later of the Effective Time or the date of loss of such status, such shares shall automatically be converted into and shall represent only the right to receive the cash consideration to which such shares would otherwise be entitled pursuant to Section 6(a) above.

(d) Capital Stock of Merger Sub. Each share of common stock, par value \$0.01 per share, of Merger Sub issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger, be converted into and become one (1) fully paid and non-assessable share of common stock, par value \$0.01 per share, of the Surviving Corporation.

7. **Agreement and Plan of Merger and Reorganization.** The Surviving Corporation shall (a) maintain at its principal executive office a copy of the Agreement and Plan of Merger and Reorganization and (b) provide to any shareholder of a Constituent Corporation a copy of the Agreement and Plan of Merger and Reorganization upon written request and without charge.

8. **Miscellaneous.**

(a) **Headings.** The headings and subheadings used in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.

(b) **Counterpart Execution.** This Agreement may be executed in counterparts with the same effect as if each Constituent Corporation had signed the same document. All counterparts so executed shall be deemed to be an original, shall be construed together and shall constitute one Agreement.

(c) **Amendments.** This Agreement may not be amended except by an instrument in writing, specifying such amendment, alteration or modification, signed by each Constituent Corporation.

*[SIGNATURE PAGE TO FOLLOW]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the 2nd day of May, 2019.

**OTIC, INC.**

By: 

Name: Robert S. Lutz  
Title: President

By: 

Name: Jim F. O'Reilly  
Title: Secretary

**EDC-BIOSYSTEMS, INC.**

By: 

Name: Roger O. Williams  
Title: Chairman and Chief Executive Officer

By: 

Name: Greg Stephens  
Title: Secretary

**EXHIBIT A**

**THIRD AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
EDC-BIOSYSTEMS, INC.**

**ARTICLE I**

The name of the corporation is EDC-Biosystems, Inc. (the "Corporation").

**ARTICLE II**

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

**ARTICLE III**

The Corporation is authorized to issue only one class of shares of stock, \$0.01 par value per share, and the total number of shares which the Corporation is authorized to issue is one thousand (1,000).

**ARTICLE IV**

The liability of the directors of the Corporation for monetary damages shall be eliminated to the fullest extent permissible under California law. Any repeal or modification of this Article IV, or the adoption of any provision of the articles of incorporation inconsistent with this Article IV, shall only be prospective and shall not adversely affect the rights under this Article IV in effect at the time of the alleged occurrence of any action or omission to act giving rise to liability.

**ARTICLE V**

The Corporation is authorized to provide indemnification of agents (as defined in Section 317 of the General Corporation Law of California) through bylaw provisions, agreements with agents, vote of shareholders or disinterested directors, or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the General Corporation Law, subject only to the applicable limits on indemnification set forth in Section 204 of the General Corporation Law of California with respect to actions for breach of duty to the Corporation or its shareholders. Any repeal or modification of this Article V, or the adoption of any provision of the articles of incorporation inconsistent with this Article V, shall only be prospective and shall not adversely affect the rights under this Article V in effect at the time of the alleged occurrence of any action or omission to act giving rise to indemnification.

**CERTIFICATE OF APPROVAL  
OF  
AGREEMENT OF MERGER  
OF  
OTIC, INC.  
a California corporation**

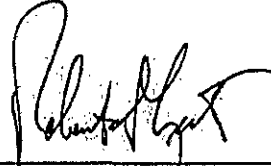
Each of the undersigned does hereby certify that:

1. Robert S. Lutz is the duly elected and acting President of Otic, Inc., a California corporation (the "Corporation"), and Jim F. O'Reilly is the duly elected and acting Secretary of the Corporation;
2. The Agreement of Merger in the form attached (the "Agreement of Merger") was duly approved by the Board of Directors of the Corporation;
3. There is only one class of shares of the Corporation and the number of shares outstanding and entitled to vote on the Agreement of Merger was 100;
4. The percentage vote required to approve the Agreement of Merger was the affirmative vote of a majority of the outstanding shares; and
5. The Agreement of Merger was approved by the Corporation by a vote of a number of shares which equaled or exceeded the vote required.

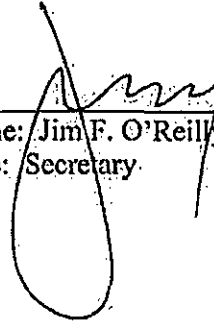
*[SIGNATURE PAGE TO FOLLOW]*

Each of the undersigned further declares under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct to his own knowledge.

DATED: May 2, 2019



Name: Robert S. Lutz  
Title: President



Name: Jim F. O'Reilly  
Title: Secretary

**CERTIFICATE OF APPROVAL  
OF  
AGREEMENT OF MERGER  
OF  
EDC-BIOSYSTEMS, INC.  
a California corporation**

Each of the undersigned does hereby certify that:

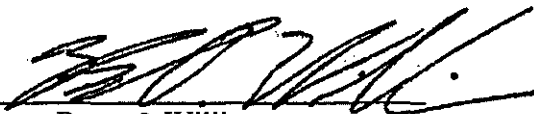
1. Roger O. Williams is the duly elected and acting Chairman and Chief Executive Officer of EDC-Biosystems, Inc., a California corporation (the "Corporation"), and Greg Stephens is the duly elected and acting Secretary of the Corporation;
2. The Agreement of Merger in the form attached (the "Agreement of Merger") was duly approved by the Board of Directors of the Corporation;
3. The Corporation's capital stock consists of two classes, Common Stock and Preferred Stock. The number of shares of Common Stock outstanding and entitled to vote on the Agreement of Merger was 3,353,159. The number of shares of Preferred Stock outstanding and entitled to vote on the Agreement of Merger was 3,416,128, comprised of 446,334 shares of Series A Preferred Stock and 2,969,794 shares of Series B Preferred Stock;
4. The percentage vote required to approve the Agreement of Merger was (a) the affirmative vote of a majority of the outstanding shares of Common Stock of the Corporation voting as a separate class, and (b) the affirmative vote of a majority of the outstanding shares of Preferred Stock of the Corporation voting as a separate class; and
5. The Agreement of Merger was approved by the Corporation by a vote of a number of shares of each class which equaled or exceeded the vote required.

*[SIGNATURE PAGE TO FOLLOW]*



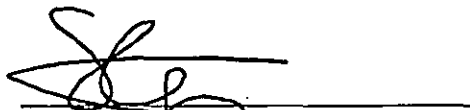
Each of the undersigned further declares under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct to his own knowledge.

DATED: May 2, 2019

A handwritten signature in black ink, appearing to read 'R. Williams', written over a horizontal line.

Name: Roger O. Williams

Title: Chairman and Chief Executive Officer

A handwritten signature in black ink, appearing to read 'Greg Stephens', written over a horizontal line.

Name: Greg Stephens

Title: Secretary